



## **FIXED FEE**

## **SERVICES WORK ORDER**

### **Introduction**

This **Fixed Fee** Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement (or if applicable the Professional Service Agreement) between **Infor (US), Inc.** ("Infor") and **City of Greensboro** ("Licensee") with an Effective Date of **March 11, 2014** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

<b>Effective date of this Work Order:</b>	As of last party signing this SWO
<b>Work Order Number:</b>	N/A
<b>Prepared By:</b>	Christopher Geers
<b>Project Name:</b>	Implementation of: <ul style="list-style-type: none"><li>- Financial Management and Project Analytics Subscription</li><li>- Supply Chain Analytics Subscription</li><li>- Human Capital Management Analytics Subscription</li></ul>

### **PROJECT OVERVIEW:**

This Project is for the implementation of Financial Management and Project Analytics Subscription, Supply Chain Analytics Subscription and Human Capital Management Analytics Subscription for KPI business metrics, and financial reporting for Licensee. Infor will work collaboratively with Licensee to assist with knowledge transfer throughout the Project. Infor will assign a Project Manager, Architect and Business Consultants for this Project and assumes that Licensee will assign the proper resources to facilitate the knowledge transfer.

### **1.0 PROJECT SCOPE**

- Project Kick-off Meeting to review project objectives, scope, expectations, high level project timeline and contacts and team structures.

- Software Installation – 1 instance of Financial Management and Project Analytics Subscription, Supply Chain Analytics Subscription and Human Capital Management Analytics Subscription and App Studio.
- Project configuration and data population.
- Product feature functionality.
- Suite specific functionality.
- Configurations and Data Mapping required to support Project.
- Configuration and Data Mapping.
- Assistance with preparing and formatting external load files if required.
- Review of Measures and Dimensions with a focus on your identified Metrics.
- Review of delivered Analytics Views.
- Advice on mapping your business processes and procedures to Analytics.

### **1.1 Licensed Software**

Included in the Project scope are:

- Financial Management and Project Analytics Subscription
- Supply Chain Analytics Subscription
- Human Capital Management Analytics Subscription

## **2.0 PROJECT APPROACH**

### **2.1 Implementation Approach – Infor Deployment Method**

Infor Deployment Method will be used as the overall governing methodology for all Project related work for the Licensee Project activities associated with implementing the scope described herein.

### **2.2 Project Governance**

**Project Change Control Process:** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside Licensee's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide Licensee a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request
- The estimated cost associated with such additional Services; and
- Any other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Infor Project Manager and the Licensee Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

### **2.3 Project Deliverables and Activities**

Infor proposes an estimated Project schedule duration of approximately nineteen (19) weeks for all applications being implemented. This Work Order assumes a Project start date of March 15, 2016. Any delay of the start date will impact the availability of Project resources, the final production Go-Live date, and will necessitate further discussion to agree on Project schedule.

### **2.4 Project roles and responsibilities**

There are a number of activities that are required to be completed in timely manner by the Licensee in order for the Project to stay on track. A delay in Licensee actions (e.g. availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, etc.), may impact execution of Project tasks by Infor and result in a Change Order.

#### **Resource Assumptions and Licensee Obligations:**

- Licensee acknowledges that all Project timelines are subject to timely provision of resources and performance of obligations.
- Licensee will provide Infor resources after-hours access to the Licensee Project site.
- Licensee will provide, at no charge to Infor, personnel to carry out administrative functions on behalf of the Infor Project team. Licensee may choose to assign multiple people to cover the required tasks.
- The core Project team, including Infor and Licensee team members, will be co-located at a single Licensee location for all onsite Project work.
- Licensee Core Team Members: Licensee will assign to the Project highly experienced representatives from all the areas within scope for the duration of the Project, to ensure all Licensee Project activities are completed within the established Project timeline. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs, and will engage other subject matter experts as needed.
- Licensee subject matter experts (SMEs): In addition to Licensee core team members, Licensee SMEs will be required from affected areas of the business to participate in business process requirements reviews and design workshops. Licensee will ensure these resources are identified in advance and are readily available to participate in meetings workshops and test events as defined in the Project work plan in order to keep the Project on schedule.
- Licensee will have full time technical resources assigned to the Project, while the Infor Technical Resource will serve as an advisor for all technical activities in this Project. This should allow the Infor Technical Resource to transfer knowledge and ownership of technical tasks to the Licensee technical team, which should result in decreased Infor involvement over time.
- Infor's staffing requirements will be determined solely by Infor. Infor may also, at its sole discretion use subcontractors in performing Services under this Work Order.

- If Licensee decides to assign non-Licensee personnel to the Project team, Infor will assume that these team members represent Licensee and will be empowered to make decisions for Licensee. However, all such non-Licensee personnel must be bound to the confidentiality provisions of the Services Agreement to the same extent as Licensee, and Licensee is responsible for any breaches of such confidentiality agreement by such non-Licensee personnel as if Licensee committed such breach.

### **3.0 GENERAL PROJECT ASSUMPTIONS AND LICENSEE OBLIGATIONS**

- Any additional requirement(s) not specified in this Work Order, or identified during the course of the Project will be addressed using the Project Change Control Process.
- Licensee will provide office facilities to all Project team members assigned to the core Project team. This includes, but is not limited to, office space, work desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, and internet and remote VPN connection in order to facilitate the effectiveness of the Project team.
- Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Work Order a result of any of the foregoing events will be handled using the Project Change Control Process.
- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee's network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment. Testing is Licensee's responsibility.
- It is assumed that, at the time of the implementation, the Licensee will be active on Infor Xtreme Support with regards to the licenses being implemented.
- In the case when one of the resources on the Project is no longer available, Infor will make other resources available to the Project, however, they may be of a higher level and may require a change order reflecting the higher rate.

### **4.0 PAYMENT MILESTONE SCHEDULE**

Licensee agrees to pay Infor fees of \$89,680 for the services described in this Work Order. Upon Infor's completion of the work products or activities associated with each Milestone as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Licensee. Licensee shall pay such fee as set forth below.

Payment Milestone	Task Name	Description	Licensee vs. Infor Lead	Acceptance Criteria	Target Completion Date	Amount (USD)
1. Project Initiation	Project Kickoff Meeting	Introduce the project participants and align them with the project.	Infor	Infor Written Deliverable	March 15, 2016	\$ 25,000
2. Prototype	Build Prototype in Production Environment	Build a prototype environment that includes standard application functionality.	Infor	Infor Configuration Deliverables	April 15, 2016	\$ 20,000
3. Design and Development	Configure Applications in Production Environment	Define and Configure the application setup parameters to support the in scope business processes	Infor	N/A	May 20, 2016	\$ 25,000
4. Training	End User Training	Train End Users	Infor	N/A	June 24, 2016	\$ 10,000
5. Go-Live	Post Go-Live Support	Budgeted for 40 hours	Infor	40 hours of Post Go Live Support	July 29, 2016	\$ 9,680
<b>TOTAL</b>						<b>\$89,680</b>

#### Acceptance Criteria

Criteria	Details
Infor Written Deliverables	<ul style="list-style-type: none"> <li>The Infor Deliverable complies with the Infor format using the Infor standard templates.</li> <li>The Infor Deliverable is consistent with other Infor Deliverables already approved.</li> <li>The Infor Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.).</li> <li>Procedures/documentation for the Infor Deliverables comply with the technical/business system design.</li> </ul>
Infor Configuration Deliverables	<ul style="list-style-type: none"> <li>System configuration is complete per the application configuration documentation.</li> </ul>

- All amounts are in US Dollars unless otherwise specified

If required and not otherwise specified, any testing or acceptance criteria will be jointly agreed by Infor and Licensee.

Each invoice is payable within thirty (30) days from the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Fees do not include applicable taxes, which will be added to each invoice.

Fees do not include travel and living expenses, which are in addition to the stated fees, and billed separately as they are incurred. Infor estimates up to 5 consultant trips.

Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly via the Project Change Control Process.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

<p><b>Vendor:</b></p> <p>Signature:</p> <p>Printed Name:</p> <p>Title:</p> <p>Address:</p> <p>Address:</p> <p>Signature Date:</p> <p><b>VENDOR WITNESS ATTEST:</b></p> <p>Signature:</p>	<p><b>CITY OF GREENSBORO:</b></p> <p>Signature:</p> <p>Printed Name:</p> <p>Title:</p> <p>Address: 300 W Washington St,</p> <p>Address: Greensboro, NC 27401</p> <p>Signature Date:</p> <p><b>This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.</b></p> <p>Signature:</p> <p>Printed Name:</p> <p>Title: Deputy Finance Officer</p> <p><b>APPROVED AS TO FORM:</b></p> <p>Signature:</p> <p>Title:</p> <p><b>Office of the City Attorney</b></p> <p>Signature:</p> <p>Printed Name</p> <p>Title:</p> <p><b>Office of the City Manager</b></p>
<p><b>CITY CLERK ATTEST:</b></p> <p>Signature:</p> <p>Printed Name:</p> <p>Title:</p> <p><b>Office of the City Clerk</b></p>	

**\*If billing entity is different from "Licensee", then, for the avoidance of doubt, Licensee agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.**